

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
SECTION 1602 TAX CREDIT EXCHANGE PROGRAM
CERTIFICATE OF RESOLUTIONS AND INCUMBENCY**

Recognizing that **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Indiana ("**Lender**"), is relying hereon in making that certain loan ("**Loan**") in the aggregate principal amount of up to **and No/100 Dollars (\$)** to **, LLC**, a limited liability company organized and existing under the laws of the State of Indiana, ("**Borrower**"), the undersigned Member of Borrower hereby certifies that: (a) he has custody of the company records of Borrower; (b) he is authorized to execute and deliver this certificate on behalf of Borrower; and (c) with reference to the Loan, the undersigned hereby further certifies to the following:

1. Attached hereto as Exhibit "A" is a true and correct copy of the Resolutions duly adopted by the Members of Borrower in conformity with the Articles of Organization and Operating Agreement of Borrower and in accordance with the laws of the State of Indiana by Written Consent of the Members effective as of 20 ("Borrower Resolutions").
2. The Borrower Resolutions have not been altered, amended, modified, rescinded or repealed in any way and are in full force and effect on the date hereof.
3. There is no provision of the Articles of Organization or Operating Agreement of Borrower limiting the above-described Borrower Resolutions, or the power of its Members to pass the same and the Borrower Resolutions are in conformity with the provisions of Borrower's Articles of Organization and Operating Agreement and with proceedings of its Members.
4. Borrower is duly organized and validly existing under the laws of the State of Indiana.
5. Borrower is duly authorized as limited liability company in every jurisdiction in which it presently conducts business.
6. No proceedings are pending for the forfeiture of the Borrower's Articles of Organization or for Borrower's dissolution, voluntarily or involuntarily.
7. Borrower has not been served with notice of any suits or proceedings pending in any court of law or before any regulatory commission, board or other administrative governmental agency against or affecting Borrower and, to the best knowledge of the undersigned, none are threatened that have not been reflected on the most recent financial statements of Borrower provided to Lender.
8. To the best knowledge of the undersigned, Borrower is not the subject of any judgment or order of any governmental agency or entity or any court of law.
9. Borrower has all requisite power to carry on its respective business as it is now being conducted and as it is presently proposed to be conducted.

10. Attached hereto as Exhibit "B" and Exhibit "C", respectively, are true and correct copies of the Articles of Organization together with any amendments thereto and the Operating Agreement of Borrower as now in full force and effect.

11. Each of the undersigned officers of Borrower is qualified to act in the present capacity in which he signs for Borrower, and the signature appearing opposite his name below is his genuine signature.

Name

Office

Signature

IN WITNESS WHEREOF, I have hereunto set my hand as a Member of Borrower on the
day of _____, 20____.

_____, Member

1502227_1; BME; 09/23/09

EXHIBIT “A”

RESOLUTIONS

EXHIBIT “B”

ARTICLES OF ORGANIZATION OF BORROWER

EXHIBIT “C”

OPERATING AGREEMENT OF BORROWER